

1           AN ORDINANCE AUTHORIZING THE  
2           CITY OF FORT WAYNE TO ISSUE ITS  
3           "ECONOMIC DEVELOPMENT REVENUE BONDS"  
4           (WISE BUSINESS FORMS, INC. PROJECT)  
5           AND APPROVING OTHER ACTIONS IN RESPECT THERETO.

6           WHEREAS, the Fort Wayne Economic Development Commission  
7           has rendered its Project Report on the application of WISE  
8           BUSINESS FORMS, INC. regarding the financing of proposed eco-  
9           nomic development facilities consisting of a thirty thousand  
10          (30,000) square foot office, warehouse and manufacturing faci-  
11          lity for the production and distribution of business forms to  
12          be located at the intersection of Merchant Drive and Commodity  
13          Drive, in Edgewood Industrial Park, Fort Wayne, Indiana, and  
14          the County Plan Commission has commented favorably thereon;  
15          and

16          WHEREAS, the Company is an Indiana corporation and is a  
17          wholly owned subsidiary of Wise Business Forms, Incorporated,  
18          a Pennsylvania corporation; and

19          WHEREAS, Wise Business Forms, Incorporated will be a guar-  
20          antor of the Company on the financing documents; and

21          WHEREAS, the Fort Wayne Economic Development Commission  
22          conducted a public hearing on May 29, 1981, and also adopted  
23          a Resolution on said date, which Resolution has been trans-  
24          mitted hereto, finding that the financing of certain economic  
25          development facilities as described in the project complies  
26          with the purposes and provisions of I.C. §18-6-4.5, and that  
27          such financing will be of benefit to the health and welfare  
28          of the City of Fort Wayne and its citizens; and

29          WHEREAS, the Fort Wayne Economic Development Commission  
30          has heretofore approved and recommended the adoption of this  
31          form of Ordinance by this Common Council and has approved the  
32          forms of and has transmitted for approval by the Common Coun-  
33          cil the financing documents including: (a) Note Purchase Agree-  
34          ment; (b) City of Fort Wayne Economic Development Bond (the

1 "Note"); (c) Mortgage and Security Agreement; (d) Lease; and  
2 (e) Assignment of Lease.

3 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
4 THE CITY OF FORT WAYNE, INDIANA, THAT:

5 SECTION 1. It is hereby found that the financing of the  
6 economic development facilities referred to in the Note Pur-  
7 chase Agreement approved by the Fort Wayne Economic Develop-  
8 ment Commission and presented to this Common Council, the  
9 issuance and sale of the Note, the lease of the proceeds of  
10 the Note for the acquisition, construction and equipping of  
11 such facilities for use by the Company, the payment of the  
12 Note by the Company under the Lease, and the securing of  
13 said Note by such facilities and on assumption of the Lease  
14 under the financing documents complies with the purposes and  
15 provisions of I.C. §18-6-4.5, and will be of benefit to the  
16 health and welfare of the City of Fort Wayne, Indiana and  
17 its citizens.

18 SECTION 2. The forms of the financing documents approved  
19 by the Fort Wayne Economic Development Commission are hereby  
20 approved in substantially the forms submitted to this Common  
21 Council, which are hereby approved in all respects, or with  
22 such changes therein as shall be approved by the Mayor, his  
23 execution thereof to constitute conclusive evidence of his  
24 approval of any and all changes or revisions therein. All  
25 such documents (herein collectively referred to as the "Fin-  
26 ancing Agreement" referred to in I.C. §18-6-4.5), shall be in-  
27 corporated herein by reference and shall be inserted in the  
28 minutes of the Common Council and kept on file by the Clerk.

29 SECTION 3. The City of Fort Wayne shall issue its Eco-  
30 nomic Development Revenue Bond (the "Note") for (Wise Busi-  
31 ness Forms, Inc. Project) in the total principal amount of  
32 \$1,700,000 dated on the \_\_\_\_ day of \_\_\_\_\_, 1981,  
and due eleven years from the date of the sale of the Note

1 for the purpose of procuring funds to pay the costs of ac-  
2 quisition, construction and equipping of the economic devel-  
3 opment facilities as more particularly set out in the financ-  
4 ing documents incorporated herein by reference, which Note  
5 will be payable as to principal, premium, if any, and in-  
6 terest from the lease payments made by the Company under the  
7 Lease or as otherwise provided in the financing documents.  
8 The Note shall never constitute a general obligation of,  
9 an indebtedness of, or a charge against the general credit  
10 of the City of Fort Wayne, Indiana.

11 SECTION 4. The Mayor, Clerk and/or Controller are  
12 authorized and directed to sell such Note to the purchaser  
13 thereof at a rate of interest per annum on the Note not  
14 less than that provided therein, and at a price not less  
15 than the principal amount thereof.

16 SECTION 5. The Mayor and Clerk are authorized and dir-  
17 ected to execute the documents constituting the financing  
18 agreement herein on behalf of the City and any other docu-  
19 ment which may be necessary or desirable to consummate the  
20 transaction, including the Note authorized herein. The  
21 signatures of the Mayor and Clerk on the bonds may be  
22 facsimile signatures. The Clerk is authorized to arrange  
23 for delivery of such Note to the Trustee named in the Note  
24 Purchase Agreement, payment for which will be made to said  
25 Trustee and delivered by the Trustee to the purchaser thereof.

26 SECTION 6. The provisions of this Ordinance and the  
27 financing documents securing the Note shall constitute a  
28 contract binding between the City of Fort Wayne, Indiana and  
29 the holder of the Economic Development Revenue Bond (the  
30 "Note"), and after the issuance of said Note, this Ordinance  
31 shall not be repealed or amended in any respect which would  
32 adversely affect the rights of such holder so long as any of  
said Note or the interest thereon remains unpaid.

SECTION 7. This Ordinance shall be in full force and effect from and after its passage and signing by the Mayor.

Vivian A. Schmidt  
COUNCILMAN

APPROVED AS TO FORM AND LEGALITY

David B. Keller  
David B. Keller, Attorney for the  
Economic Development Commission

Dated this 2nd day of June, 1981.

Read the first time in full and on motion by V. Schmidt, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on June, 1981, the 11th day of June, at 9 o'clock P. M., E.S.T.

DATE: 6-2-81

Charles W. Westerman  
CHARLES W. WESTERMAN  
CITY CLERK

Read the third time in full and on motion by Stier, seconded by Talarico, and duly adopted, placed on its passage. PASSED (~~Lost~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>8</u>	<u>      </u>	<u>      </u>	<u>1</u>	<u>      </u>
BURNS	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
EISBART	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
GIAQUINTA	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
NUCKOLS	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
SCHMIDT, D.	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
SCHMIDT, V.	<u>      </u>	<u>      </u>	<u>      </u>	<u>X</u>	<u>      </u>
SCHOMBURG	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
STIER	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
TALARICO	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>

DATE: 6-9-81

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (SPECIAL) (APPROPRIATION) ORDINANCE (~~RESOLUTION~~) No. 8-137-81 on the 9th day of June, 1981.

ATTEST:

(SEAL)

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

John Nuckols  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of June, 1981, at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 11th day of June, 1981, at the hour of 1 o'clock P. M., E.S.T.

Winfield C. Moses, Jr.  
WINFIELD C. MOSES, JR.  
MAYOR

BILL NO. S-81-05-31

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON Finance TO WHOM WAS REFERRED AN  
ORDINANCE AUTHORIZING THE CITY OF FORT WAYNE TO ISSUE ITS "ECONOMIC  
DEVELOPMENT REVENUE BONDS" (WISE BUSINESS FORMS, INC. PROJECT)  
AND APPROVING OTHER ACTIONS IN RESPECT THERETO

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE du PASS.

VIVIAN G. SCHMIDT, CHAIRMAN

JAMES S. STIER, VICE CHAIRMAN

MARK E. GiaQUINTA

PAUL M. BURNS

ROY J. SCHOMBURG

6-9-81 CONCURRED IN

DATE            CHARLES W. WESTERMAN, CITY CLERK

## MINUTES

### Fort Wayne Economic Development Commission

May 29, 1981

A meeting of the Fort Wayne Economic Development Commission was held in Room 128 of the City-County Building, Fort Wayne, Indiana, on May 19, 1981.

Commission members present were: Sidney Sheray, Charles Henry, Phil Howard, and Timothy Borne. (Absent was: Dr. Jack Gren.)

The meeting was called to order by President Sidney Sheray.

The application of the Standard Building Partnership was the first order of business. Discussion of this project had been continued from the May 19, 1981, meeting. Attorney William Swift spoke on behalf of the applicant. Mr. Sheray called for the material which was previously requested from the applicant. That material included: 1) a list of prospective tenants, 2) explanation of partner's equity contribution, 3) architect's rendering of the project, 4) occupancy rates for downtown office space, and 5) a letter from Waterfield Mortgage Company indicating their commitment to the project.

In response, Mr. Swift presented: 1) a report from the Fort Wayne Horizon Council containing data on office space occupancy and rental rates, 2) a letter from Waterfield Mortgage Company explaining their interest in the project, 3) a summary of the present tenants of the building, and 4) an architect's rendering of the proposed project.

Mr. Swift explained the Partnership's proposal to prospective tenants to be that each primary tenant will lease an entire floor of the building, possibly subleasing space to smaller tenants if they so desire. The landlord (Standard Building Partnership) will provide basic improvements such as plumbing, heating, air conditioning and electrical work. The tenant would either provide \$60,000 for leasehold improvements and thus pay from \$6.00 to \$6.50 per square foot rent; or would not make leasehold improvements and would pay from \$9.00 to \$9.50 per square foot rent. Mr. Swift further explained that it may also be possible for a prospective tenant to become an equity partner in the project by making a capital contribution to the project. Such capital contributions may amount to \$300,000 to \$350,000.

Mr. Sheray noted that if the prospective tenants were to become equity partners, then the individuals making up the Standard Building Partnership would be different from the present partners. The concern of the Commission is that if the present partners were to receive an inducement resolution, different persons may actually make up the final Standard Building Partnership. Discussion continued, and the Commission members agreed that the Commission needs to know to whom they are granting an inducement resolution.

Minutes  
May 29, 1981 (Cont.)

The applicant was requested to provide the Commission with firm evidence of prospective tenants' interest and with information concerning firm equity partners in the Standard Building Partnership. Mr. Borne motioned that discussion of the Standard Building Partnership be continued to the June 18, 1981, meeting of the Commission. Mr. Henry seconded the motion which was then unanimously approved.

The next item of business was the application of Nabisco, Inc. Attorney David Keller spoke on behalf of the applicant. The total project cost is to be \$1,500,000 and the bond amount is \$1,300,000. The issue will be purchased by Thornton, Farish & Gaunt, Inc., with Fort Wayne National Bank acting as trustee. The issue matures May 1, 2001, and carries two interest rates. From November 1, 1981, until April 30, 1984, the rate will be 9.35 percent per annum. After April 30, 1984, until maturity, the rate will be 8.25 percent per annum. Mr. Keller reported that 52 new jobs will be created by the project. No one spoke in opposition to the project. Legal notice of the public hearing for Nabisco, Inc., was duly published in the Fort Wayne Journal Gazette on May 22, 1981. Mr. Henry motioned that final approval be given to this project. Mr. Borne seconded the motion which was then unanimously approved.

Discussion was then opened on the application of Wise Business Forms, Inc. Attorney David Keller spoke on behalf of the applicant. He explained that the issue will be purchased by Mellon Bank. The interest will be 65 percent of the prime lending rate for a term of eleven years. No one spoke in opposition to the project. Legal notice of the public hearing for Wise Business Forms, Inc., was duly published in the Fort Wayne Journal Gazette on May 22, 1981. Mr. Howard moved that final approval be given to this project. Mr. Sheray seconded the motion which was then unanimously approved.

The last item on the agenda was the consideration and adoption of the EDC Study Committee Report. Attorney David Keller and Mr. Sheray were both members of the Committee, and they explained the report. On motion by Mr. Borne and second by Mr. Sheray, the report was unanimously adopted.

Minutes of the Economic Development Commission meeting held on May 19, 1981, were approved on motion by Mr. Henry and second by Mr. Sheray.

There being no further business before the Commission, the meeting was adjourned.

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Timothy Borne, Secretary



DIGEST SHEET

S-1-05-21

TITLE OF ORDINANCE: SpecialDEPARTMENT REQUESTING ORDINANCE: Economic Development CommissionSYNOPSIS OF ORDINANCE: An Ordinance authorizing the City of Fort

Wayne to issue its "Economic Development Revenue Bond" (Wise Busi-  
ness Forms, Inc.) and approval of financing documents. An Induce-  
ment Resolution for this project was previously adopted by City  
Council.

EFFECT OF PASSAGE: Permanent financing of facilitiesEFFECT OF NON-PASSAGE: None of the above.MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS): None

ASSIGNED TO COMMITTEE (PRESIDENT): \_\_\_\_\_

NOTE PURCHASE AGREEMENT

MADE as of the            day of            , 1981

BY AND BETWEEN

CITY OF FORT WAYNE, INDIANA (the "Borrower") a municipal corporation organized and existing under the constitution and laws of the State of Indiana

AND

MELLON BANK, N.A. (the "Lender"), having its principal office at Pittsburgh, Pennsylvania.

WITNESSETH THAT:

WHEREAS, the Borrower pursuant to Title 18, Article 6, Chapter 4.5 of the Indiana Code of 1971, as amended (the "Act") and pursuant to its ordinance duly enacted has approved the issuance and sale of its Note to the Lender in the principal amount of \$1,700,000 (the "Note"), the proceeds of which will be used to acquire and construct a "Project", as that term is hereafter defined, for Wise Business Forms, Inc. with offices at Bonnie Brook Industrial Park, Butler, Pennsylvania, 16001 (the "Developer"); and

WHEREAS, said Project (the "Project") consists of the acquisition of certain property in Washington Township, Allen County, Indiana (the "Premises"), more particularly described in Exhibit "A" attached hereto, and the construction thereon of a manufacturing facility and the acquisition and installation of certain equipment therein (said manufacturing facility and equipment being herein referred to as the "Improvements"); and

WHEREAS, the Borrower has requested the Lender to purchase the Note in the maximum principal sum of \$1,700,000, the proceeds of which the Borrower will use to defray the "cost of the Project", as said term is defined herein; and

WHEREAS, the Borrower will acquire the Premises and the Improvements and will lease the same to the Developer pursuant to the provisions of a Lease (the "Lease"), under the terms of which Lease the Developer will rent the Premises and Improvements upon the terms therein set forth and immediately will take possession of the same from the Borrower. The Lease is incorporated herein by this reference. The Developer will pay to the Borrower, or its assigns without deduction or setoff, rents in amounts sufficient, inter alia, to pay all required installments of interest and principal on the Note; and

WHEREAS, the Borrower is willing to assign to the Lender as collateral security for the Note, the Lease and all moneys due and to

become due to the Borrower under the Lease (the "Assignment"); and

WHEREAS, the Lender is willing to purchase the Note upon the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto, each intending to be legally bound covenant and agree as follows:

Section 1. The Commitment. Under the date of March 20, 1981, as amended by letter of Lender dated April 3, 1981, the Lender issued to the Borrower a commitment with respect to the purchase of the Note (the "Commitment"). The Commitment is incorporated herein by reference, and the provisions thereof are made covenants and conditions hereof. In the event of any specific inconsistencies between the provisions of the Commitment and the provisions hereof, the provisions hereof shall govern. All terms defined in the Commitment and used herein shall have the same meaning herein as in the Commitment unless otherwise provided herein.

Section 2. Purchase of Note. Subject to the conditions hereof, the Lender will, as of the date hereof, purchase the Note with all blanks appropriately filled and duly executed by the Borrower.

Section 3. Note Proceeds. The Lender will advance the purchase price of the Note ("Note Proceeds") to the Developer upon written applications (in the form attached hereto as Exhibit "B") submitted by Borrower and Developer to Lender for the purpose of defraying costs of the Project actually incurred by Developer, subject to the following conditions:

(a) each written application by the Borrower and the Developer to the Lender for the disbursement of Note Proceeds shall contain a certification by Developer that construction of the Project will be completed in accordance with the requirements of this Agreement, and in accordance with the Certificate of Developer setting forth in such reasonable detail as Lender shall require a breakdown of the cost of the Project and a schedule of pay-outs during the construction phase of the Project (the "Cost Certificate", a copy of which is attached hereto as Exhibit "C" and incorporated herein and made a part hereof) and shall be accompanied by such invoices and other information as the Lender shall reasonably require as evidence that the Note Proceeds are to be used for the aforesaid purposes;

(b) advances of Note Proceeds will at the option of Lender either be credited to Developer's account with the Lender or be paid by Lender directly to such party or parties as have actually

supplied labor, material or services in connection with or incidental to the acquisition of the Premises and the construction of the Improvements;

(c) in no event shall the aggregate Note Proceeds advanced by Lender on account of the Project exceed the lesser of the "cost of the Project" or \$1,700,000;

(d) Developer shall have no right to invest Note Proceeds pending the disbursement thereof.

"Cost of the Project" shall mean and be deemed to include without limitation the following:

(i) obligations of the Borrower or Developer in connection with the acquisition of the Premises;

(ii) obligations of the Developer incurred for labor and materials in connection with the acquisition, construction, installation and equipping of the Improvements;

(iii) the cost of surety bonds and insurance of all kinds that may be required or necessary during the acquisition and construction of the Improvements;

(iv) all costs of engineering services, including the costs of the Developer for test borings, surveys, estimates, plans and specifications and preliminary investigation therefor, and for supervising construction, as well as for the performance of all other duties required by or consequent upon the proper construction of the Improvements;

(v) all expenses incurred in connection with the issuance of the Note, including without limitation fees and expenses of the Lender, expenses of the Borrower, expenses of the Developer for financial services rendered to it in connection with the Project, legal and accounting expenses and fees, costs of printing and engraving, recording and filing fees and costs of any other financial services incurred in connection with the Project;

(vi) all sums required to reimburse the Borrower or the Developer for preliminary expenses made by either of them for any of the above items or for any other costs incurred and for work done by either of them, whether before or after the execution of this Agreement, which are properly chargeable to the Project;

(vii) interest on the Note to the extent permitted by the Internal Revenue Code of 1954 as amended (the "Code") and the Act, as amended to the date when such interest is incurred, and interest on short-term obligations incurred in respect of the Project and properly capitalizable for federal income tax purposes

as a cost of the Project;

(viii) costs of acquiring easements, rights of way and fee interests in land required by the Project;

(ix) all other components of cost of labor, materials, machinery and equipment and financing charges attributable to the Project to the extent permitted by the Act.

The Note shall bear interest on the portion of the Note Proceeds actually disbursed and the actual obligation of the Borrower on account of the Note shall be such as is shown on the Lender's books and records from time to time. If any amount shown in the Cost Certificate is not sufficient in Lender's sole judgment to pay in full the item to which such amount is allocated, Lender shall not be obligated to make advances therefor in excess of the amount so shown for such item and Borrower shall cause Developer to promptly pay the same. Failure of Developer to do so may, at Lender's option, constitute an Event of Default under Section 10 hereof.

Section 4. Security. The Note shall be secured by (1) this Agreement, (2) the Assignment, (3) the absolute and unconditional guaranty (the "Guaranty") by the Developer, and (4) the Borrower's Mortgage and Security Agreement covering the Premises and the Improvements (the "Mortgage").



Section 5. Covenants.

(a) The Project will be acquired, constructed, installed and equipped pursuant to the Lease and the Project shall be completed in accordance therewith.

(b) If the Improvements or any part of it suffers damage or destruction, the Lender may, without liability, refuse to make further advances until Borrower makes arrangements satisfactory to the Lender for restoration or replacement thereof.

(c) Lender shall have the right, but shall be under no obligation, to inspect the Improvements at any time, but any such inspection shall not imply acceptance of construction quality or acceptance of completed portions.

(d) Lender shall have the right, from time to time, but shall be under no obligation, to examine invoices and statements for labor and material costs in connection with the construction, acquisition and installation of the Improvements.

Section 6. Representations and Warranties. The Borrower represents and warrants that:

(a) The Borrower is a municipal corporation organized and existing under the constitution and laws of the State of Indiana

and has the power and capacity to execute and deliver the Note and the instruments and documents contemplated hereby;

(b) the Borrower has and will continue to have corporate power and authority to make and carry out this Agreement, to effect the Project and to execute and deliver the instruments and documents contemplated hereby;

(c) the execution, delivery and carrying out of this Agreement does not, and the execution and delivery of the instruments and documents contemplated hereby at the time of each such delivery will not violate any provision of law or of any agreement, indenture or other instrument to which the Borrower is a party or by which the Borrower is bound;

(d) the Project constitutes and will constitute an "economic development facility" within the meaning of the Act;

(e) all corporate action necessary in connection with the issuance of the Note and the other transactions contemplated hereby and the authorization, execution, delivery and performance of this Agreement have been duly and effectively taken;

(f) there is no litigation or governmental proceeding pending or threatened against the Borrower which enjoins or seeks to enjoin the transactions contemplated hereby;

(g) the Lease is in full force and effect.

Section 7. Conditions Precedent. The obligation of the Lender to purchase the Note and to disburse the Note Proceeds is subject to the accuracy of all representations and warranties herein contained, to the performance by the Borrower of the agreements to be performed hereunder and under the Commitment on or before the date of each disbursement and to the satisfaction of the following conditions:

(a) The representations and warranties set forth herein shall be true and correct on and as of the date of the purchase of the Note and on and as of the date of each disbursement of any portion of the Note Proceeds hereunder with the same effect as though such representations and warranties had been made on and as of each date; and on each date no Event of Default specified herein and no condition or act which with the giving of notice or the lapse of time or both, would constitute such an Event of Default, shall have occurred and be continuing or shall exist;

(b) Concurrently with the execution and delivery hereof, the Borrower shall furnish or cause to be furnished to the Lender the items referred to in paragraph 9 of the Commitment;

(c) All legal details and proceedings in connection with the transactions contemplated by this Agreement shall be in form and substance satisfactory to the Lender and it shall have received all such counterpart originals or certified or other copies of such documents and proceedings in connection with such transactions, in form and substance satisfactory to it as it may reasonably request.

Section 8. Affirmative Covenants. Until payment in full of the Note and interest thereon, the Borrower will:

(a) use the Note Proceeds only for the "cost of the Project" as defined herein; and

(b) execute, acknowledge when appropriate and deliver from time to time at the request of the Lender such instruments and documents as in the opinion of the Lender are necessary or desirable to confirm the Note and other instruments and documents contemplated hereby and to carry out the intent and purpose of this Agreement.

Section 9. Negative Covenants. Until payment in full of the Note and interest thereon, the Borrower will not, except as otherwise provided in this Agreement:

(a) enter into any modification, amendment or termination of the Lease without the consent of the Lender;

(b) cause or allow any lien to attach to the Premises or the Improvements, except in favor of the Lender;

(c) sell or otherwise dispose of the Premises or the Improvements or any portion thereof; or

(d) release Developer from any undertakings to the Borrower with respect to the Project.

Section 10. Events of Default. The occurrence of any of the following events shall, at Lender's option, constitute an "Event of Default" hereunder:

(a) default in the payment of principal or interest on the Note for a period of ten (10) days;

(b) Failure by Borrower to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder (which has not been waived), other than as referred to in subsection (a) of this Section 10, for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied is given to the Borrower by the Lender; provided, however, if the failure stated in the notice can be corrected but not within the applicable period or a reasonable extension of such period, there shall be no Event of Default if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the default is corrected.

(c) an Event of Default shall occur under the Lease;

(d) a default shall occur under the Guaranty;

(e) neglect, failure or refusal to keep in full force and effect any permit or approval issued with respect to the acquisition and construction of the Premises and Improvements;

(f) any notice shall be given that any permit or approval referred to in subparagraph (e) above has been or will be cancelled;

(g) the conveyance of the Premises or the Improvements or any part thereof or any interest in any of the same by the Borrower, unless the written consent of Lender and Developer has been obtained;

(h) the entry of any lien or encumbrance, except in favor of the Lender, against the Premises or the Improvements, except for taxes which are due but not yet payable and liens incurred in the ordinary course of business with respect to amounts which are not yet due or payment of which is being diligently contested in good faith by appropriate proceedings;

(i) any party shall obtain an order or decree in any court of competent jurisdiction enjoining the construction, acquisition or installation of the Premises or Improvements or to delay construction of the same or to enjoin or prohibit the carrying out of the terms and conditions hereof and such proceedings are not discontinued or such decree is not vacated within thirty (30) days after the Lender shall have given the Borrower written notice under the provisions hereof; and

(j) failure of the Developer to prosecute construction, acquisition and installation of the Premises and Improvements with diligence.

Section 11. Remedies. Whenever any Event of Default shall have occurred and be continuing, the Lender may take any one or more of the following remedial steps:

(a) terminate the credit provided hereby; and

(b) declare to be due and payable an amount equal to the sum of (x) interest on the indebtedness evidenced by the Note to the date of declaration, (y) the principal of the indebtedness evidenced by the Note and (z) any fees and charges of the Lender, and any expenses incurred or to be incurred in connection with such declaration, whereupon an amount equal to such sum shall thereupon become immediately due and payable to the Lender; and

(c) take whatever action at law or in equity may appear necessary or desirable to collect the amounts referred to in subsection (b) above, then due and thereafter to become due, including interest accrued from the date of declaration to the date of payment or provision therefor, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Agreement; and



(d) exercise rights and remedies available to the Lender in connection with the Lease as assignee of the Borrower; and

(e) exercise rights and remedies available to the Lender under the Mortgage including any rights as a secured party under the Indiana Uniform Commercial Code.

Section 12. Miscellaneous.

(a) No delay or failure of the Lender in exercising any right, power, privilege or remedy hereunder or under the Note or any other instrument or document given to evidence, secure or support the indebtedness evidenced by the Note shall affect such right, power, privilege or remedy; nor shall any single or partial exercise thereof or any abandonment or discontinuance of steps to enforce such a right, power, privilege or remedy preclude any further exercise thereto or the exercise of any other right, power, privilege or remedy. The rights and remedies of the Lender hereunder are cumulative and not exclusive of any rights or remedies which the Lender would otherwise have.

(b) The Borrower will fully reimburse the Lender for all reasonable costs and expenses incurred by the Lender or any subsequent holder of the Note in connection with all actions taken to enforce

collection of the Note upon default, whether by legal proceedings or otherwise, including without limitation, reasonable attorney's fees and court costs. The obligation of the Borrower under this paragraph shall survive the payment of the Note, and sums payable by the Borrower to the Lender hereunder shall bear interest at the same rate as provided in the Note.

(c) This Agreement, the Note and the other instruments and documents issued hereunder or contemplated hereby shall be construed and enforced in accordance with and shall be governed by the laws of the State of Indiana.

(d) All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Lender, the Borrower and their respective successors and assigns, except that the Borrower may not assign or transfer its rights hereunder.

WITNESS the due execution hereof.

CITY OF FORT WAYNE, INDIANA

Attest:

\_\_\_\_\_  
Clerk

[Seal]

By \_\_\_\_\_  
Mayor

Attest:

MELLON BANK, N.A.

\_\_\_\_\_  
[Seal]

By \_\_\_\_\_  
Vice President

Approved:

WISE BUSINESS FORMS, INC.

Attest:

\_\_\_\_\_  
Secretary

[Seal]

By \_\_\_\_\_  
President

MORTGAGE AND SECURITY AGREEMENT

MADE this            day of            , 1981

BETWEEN

CITY OF FORT WAYNE, INDIANA (the "Mortgagor"), a municipal corporation organized and existing under the constitution and laws of the State of Indiana.

AND

MELLON BANK, N.A. (hereinafter called "Mortgagee"), having its principal office in Pittsburgh, Pennsylvania.

WHEREAS, the Mortgagor has executed and delivered to Mortgagee a certain Note (hereinafter called the "Note") of even date herewith, payable to the order of Mortgagee in the principal sum of \$1,700,000, lawful money of the United States of America, together with interest thereon at the rate provided in the Note, in the manner and at the times therein set forth, and containing certain other terms and conditions, all of which are specifically incorporated herein by reference; and

WHEREAS, the proceeds of the Note will be used to finance the acquisition and construction of a manufacturing facility including the acquisition and installation of certain equipment therein (the "Project") on certain premises, hereinafter described, under Title 18, Article 6,

Chapter 4.5 of the Indiana Code of 1971, as amended.

NOW, THEREFORE, Mortgagor, in consideration of said debt or principal sum and as security for the payment of the same and interest as aforesaid, together with all other sums payable hereunder or under the terms of the Note:

FIRST:        Hereby grants and conveys unto Mortgagee, its successors and assigns, ALL that certain premises situate in Washington Township, Allen County, Indiana more particularly described in Exhibit "A," attached hereto and made a part hereof (hereinafter said premises together with all buildings and improvements now or hereafter erected thereon are called the "Mortgaged Premises");

              TOGETHER with all buildings and improvements now or hereafter erected thereon and all of the appurtenances thereunto belonging and all of the reversions, rents, issues and profits thereof;

SECOND:       Hereby creates in favor of and grants to Mortgagee, its successors and assigns, a security interest under the provisions of the Indiana Uniform Commercial Code, in all other goods, fixtures and equipment of Mortgagor financed from the proceeds of the Note, whether now owned or hereafter acquired, and used or intended for use in connection with the Mortgaged Premises including but not limited to those items listed in Exhibit "B", attached hereto and made a part hereof (the "Collateral");

              AND for the purposes hereof, the Authority covenants to execute, acknowledge and deliver from time to time such instruments and documents as may be necessary or desirable to confirm unto Mortgagee, its successors and assigns, the real and personal property now owned or hereafter acquired by the Mortgagor.

              TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever.

PROVIDED, HOWEVER, that if the Mortgagor shall pay to Mortgagee the aforesaid debt or principal sum, and all other sums payable by the Mortgagor to Mortgagee hereunder and under the terms of the Note, together with interest thereon, and shall keep and perform each of the other covenants, conditions and agreements hereinafter set forth, then this Mortgage and the estate hereby granted and conveyed shall become void.

THIS MORTGAGE is executed and delivered subject to the following covenants, conditions and agreements:

(1) The Note secured hereby shall evidence and this Mortgage shall cover and be security for any future loans or advances that may be made by Mortgagee to the Mortgagor at any time or times hereafter in connection with the Mortgaged Premises and intended by the Mortgagor and Mortgagee to be so evidenced and secured, and such loans and advances shall be added to the principal debt.

(2) From time to time until said debt and interest are fully paid, the Mortgagor shall (a) pay and discharge or shall cause to be paid and discharged, when and as the same shall become due and payable, all taxes, assessments, sewer and water rents and all other charges and claims assessed or levied from time to time by any lawful authority upon any part of the Mortgaged Premises and which shall or might have priority in lien or payment to the debt secured hereby, (b) pay or cause to be paid all ground rents reserved from the Mortgaged Premises and

pay or discharge or cause to be paid and discharged all mechanics' liens which may be filed against said premises and which shall or might have priority in lien or payment to the debt secured hereby, (c) pay and discharge or cause to be paid and discharged any documentary stamp or other tax, including interest and penalties thereon, if any, now or hereafter becoming payable on the Note evidencing the debt secured hereby, (d) provide, renew and keep alive by paying or causing to be paid the necessary premiums and charges thereon such policies of hazard and liability insurance complying with that certain Lease (the "Lease") between the Mortgagor as Lessor and Wise Business Forms, Inc. as Lessee (the "Tenant") dated as of the date hereof and as Mortgagee may from time to time require upon the Mortgaged Premises, with loss payable clauses in favor of Mortgagor and Mortgagee, as their respective interests may appear, (e) make or cause to be made payments in lieu of taxes, and (f) promptly submit or cause to be submitted to Mortgagee evidence of the due and punctual payment of all of the foregoing charges.

(3) In the event of a casualty or condemnation the proceeds from any insurance or condemnation award may be used by the Mortgagor to make such repairs and to such extent as it deems appropriate for its purposes provided, however, all such repairs shall be in compliance with the Lease hereinabove referred to.

(4) Mortgagor shall maintain or cause to be maintained the Mortgaged Premises subject to this Mortgage in good and substantial repair, as determined by Mortgagee. Mortgagee shall have the right to enter upon the Mortgaged Premises at any reasonable hour for the purpose of inspecting the order, condition and repair of the building and equipment.

(5) In the event Mortgagor neglects or refuses to pay the charges mentioned at (2) above, or Mortgagor fails to maintain the Mortgaged Premises as aforesaid, Mortgagee may do so, add the cost thereof to the principal debt secured hereby, and collect the same as a part of said principal debt.

(6) Mortgagor covenants and agrees not to create, nor permit to accrue, upon all or any part of the Mortgaged Premises, any debt, lien or charge which would be prior to, or on a parity with, the lien of this Mortgage except for liens or charges in favor of Mortgagee.

(7) In case default be made for the space of 10 days in the payment of any installment of principal or interest pursuant to the terms of the Note or any other "Event of Default" occurs under the Lease or that certain Note Purchase Agreement dated the date hereof between Mortgagor and Mortgagee, the entire unpaid balance of the Note, additional loans or advances and all other sums paid by Mortgagee pursuant to the terms of the Note or this Mortgage, together with unpaid interest thereon, shall, at the option of Mortgagee and without notice, become



immediately due and payable, and foreclosure proceedings may be brought forthwith on this Mortgage and prosecuted to judgment, execution and sale for the collection of the same, together with costs of suit and reasonable attorney's fees. Mortgagor hereby forever waives any and all errors in said proceedings, waives stay of execution, the right of inquisition and extension of time or payment, agrees to condemnation of any property levied upon by virtue of any such execution, and waives all exemption from levy and sale of any property that now is or hereafter may be exempted by law.

(8) In the event of any default under this Mortgage or under the Note, Mortgagor hereby empowers any attorney of any court of record within the United States of America or elsewhere to appear for Mortgagor and for any and all parties claiming under or through Mortgagor and any such party or parties, in favor of Mortgagee, in an amicable action of ejectment for possession of the Mortgaged Premises and authorizes the entry of such action, confession of judgment therein for possession and for reasonable attorney's fees. Mortgagee may bring such action before or after the institution of foreclosure proceedings upon this Mortgage or after judgment thereon or on said Note, or after a sale of the Mortgaged Premises by the Sheriff.

(9) (a) In addition to, and cumulative with any other remedies granted in this Mortgage, the Mortgagee as a secured party may, in the event of default, proceed under the Indiana Uniform Commercial Code as to all or any part of the Collateral and shall have and may exercise, with respect to the Collateral, all the rights, remedies and powers of a secured party under said Uniform Commercial Code, including, without limitation, the right and power to sell at public or private sale or sales, or otherwise dispose of, lease or utilize the Collateral, and any part or parts thereof, in any manner authorized or permitted under said Uniform Commercial Code after default by a debtor and to apply the proceeds thereof toward payment of any costs and expenses and attorneys' fees and legal expenses thereby incurred by Mortgagee and toward payment of the indebtedness secured by this Mortgage, in such order or manner as Mortgagee may elect.

(b) Among the rights of Mortgagee in the event of default, and without limitation, Mortgagee shall have the right to take possession of the Collateral, and to enter upon any premises where the same may be situated for such purpose, without being deemed guilty of trespass and without liability for damages thereby occasioned, and to take any action deemed necessary or appropriate or desirable by Mortgagee, at its option and in its discretion, to repair, refurbish or otherwise prepare the Collateral for sale, lease or other use or disposition as herein authorized.

(c) To the extent permitted by law, Mortgagor expressly waives any notice of sale or other disposition of the Collateral, and any other rights or remedies of a debtor or formalities prescribed by law relative to sale or disposition of the Collateral or exercise of any other right or remedy of Mortgagee existing after default hereunder; and, to the extent any such notice is required and cannot be waived, Mortgagor agrees that if such notice is mailed, postage prepaid, to Mortgagor at City-County Building, One Main Street, Fort Wayne, Indiana 46802 at least 10 days before the time of the sale or disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement for the giving of said notice.

(d) Mortgagee, on default of Mortgagor is expressly granted the right, at its option, to transfer at any time, to itself or to its nominee, the Collateral, or any part thereof, and to receive the monies, income, proceeds or benefits attributable or accruing thereto, and to hold the same as security for the indebtedness or to apply it on the principal and interest or other amounts owing on any of the indebtedness, in such order or manner as Mortgagee may elect. All rights to marshalling of assets of Mortgagor, including any such right with respect to the Collateral, are hereby waived.

(e) All recitals in any instrument of assignment or any other instrument executed by Mortgagee incident to the sale, transfer, assignment, lease or other disposition or utilization of the Collateral or any part

thereof hereunder shall be full proof of the matter stated therein, no other proof shall be required to establish full legal propriety of the sale or other action or of any fact, condition or thing incident thereto, and all prerequisites of such sale or other action and of any fact, condition or thing incident thereto shall be presumed conclusively to have been performed or to have occurred.

(f) On default by Mortgagor, Mortgagee may require Mortgagor to assemble the Collateral and make it available to Mortgagee at a place to be designated by Mortgagee that is reasonably convenient to both parties. The amount of any expenses of retaking, holding, preparing for sale, lease or other use or disposition, selling, leasing or otherwise using or disposing of the Collateral and the like which are incurred or paid by Mortgagee, as authorized or permitted hereunder, including all attorneys' fees, legal expenses and costs, together with interest thereon at the Taxable Rate specified in the Note, shall be added to the indebtedness secured by this Mortgage, and shall be payable by Mortgagor to Mortgagee on demand.

(g) Should Mortgagee elect to exercise its rights under the provisions of this Paragraph 9 as to part of the Collateral, this election shall not preclude Mortgagee from exercising the rights and remedies granted by the other provisions of this Mortgage as to the remaining

Collateral or Mortgaged Premises.

(h) Mortgagee may, at its election, at any time after delivery of this Mortgage, use and file executed counterparts hereof as financing statements under said Uniform Commercial Code.

(i) So long as any amount remains unpaid on any indebtedness secured by this Mortgage, Mortgagor shall not execute, and there shall not be filed in any public office, any financing statement or statements in favor of Mortgagee hereunder, unless the prior written, specific consent and approval of Mortgagee shall have first been obtained.

(j) Financing statements have been executed by the parties simultaneously with the execution and delivery hereof, and are intended to be forthwith filed in the Offices of the Recorder of Allen County, Indiana and the Secretary of State of Indiana. Mortgagee is authorized to file additional financing statements and continuations thereof in each jurisdiction where Mortgagee deems it necessary, and, at the request of Mortgagee, Mortgagor shall join Mortgagee in executing one or more additional financing statements pursuant to said Uniform Commercial Code, in form satisfactory to Mortgagee, and shall pay the cost of filing or recording such financing statements or executed counterparts of this Mortgage, as financing statements, in all public offices at any time and from time to time whenever such filing or recording is deemed by Mortgagee to be necessary or desir-

able. Mortgagor shall also pay the cost of filing or recording all such continuation statements deemed by Mortgagee to be necessary or desirable.

(10) This Mortgage does not constitute a general obligation of the Mortgagor and recourse on this Mortgage and the Note secured hereby, shall be limited to the Mortgaged Premises, the collateral given as security for the Note and shall be payable solely and exclusively from the income, revenues and sale of the Mortgaged Premises and the Guaranty of the Tenant and Mortgagor's liability for the debt or for any deficiency resulting from the sale of the Mortgaged Premises shall be so limited. This Mortgage and the Note do not in any respect constitute a general obligation of the Mortgagor nor are they payable in any manner from funds raised by taxation.

(11) The Mortgagor hereby covenants with the Mortgagee that it will make no use of the proceeds of the loan secured by this Mortgage which would cause the Note evidencing such borrowing to be treated as an arbitrage bond under Section 103(c) of the Internal Revenue Code or the Regulations promulgated thereunder.

The covenants, conditions and agreements contained in this Mortgage shall bind, and the benefits thereof shall inure to, the respective parties hereto and their respective successors and assigns.

WITNESS the due execution hereof.

CITY OF FORT WAYNE, INDIANA

Attest:

\_\_\_\_\_  
Clerk

By \_\_\_\_\_  
Mayor

(Seal)

STATE OF INDIANA

)

) SS:

COUNTY OF ALLEN

)

Before me, \_\_\_\_\_, a Notary Public, in and for  
and a resident of the state and county aforesaid, personally appeared \_\_\_\_\_  
, and \_\_\_\_\_ with both of whom I am  
personally acquainted, and who, upon their oaths, acknowledged themselves  
to be the Mayor and Clerk, respectively, of the City of Fort Wayne, Indiana,  
one of the within named bargainers, and that they as such Mayor and  
Clerk, being authorized so to do, executed the foregoing instrument for  
the purposes contained therein by subscribing thereto the name of said  
City and attesting the official seal of said City by themselves as such  
Mayor, and Clerk, respectively.

IN WITNESS WHEREOF, I have hereunto subscribed my name and  
affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_, 1981.

\_\_\_\_\_  
Notary Public

My Commission Expires:



wlma

CERTIFICATE OF RECORDER

STATE OF INDIANA

)

) SS:

COUNTY OF ALLEN

)

I, \_\_\_\_\_, the duly elected, qualified and acting Recorder of Allen County, Indiana, hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 1981, there was filed in my office for recording an executed counterpart of the attached instrument and that the fee for the recording of said instrument was paid in full on said date.

I further certify that said instrument was recorded as Instrument No. \_\_\_\_\_, and now appears of record, of which record I am the legal custodian.

Dated the date first above written.

\_\_\_\_\_  
Recorder  
Allen County

(SEAL)

NOTICE OF ASSIGNMENT:

LANDLORD'S RIGHTS UNDER THE FOLLOWING  
LEASE AND ALL MONEYS DUE AND TO BECOME  
DUE THEREUNDER HAVE BEEN ASSIGNED  
TO MELLON BANK, N.A. BY CITY OF FORT  
WAYNE, INDIANA

---

LEASE

MADE this            day of May, 1981

BY AND BETWEEN

CITY OF FORT WAYNE, INDIANA (hereinafter called "Landlord"), a municipal corporation organized and existing under the constitution and laws of the State of Indiana.

A

N

D

WISE BUSINESS FORMS, INC., a Pennsylvania corporation qualified to do business in the State of Indiana (herein called the "Tenant").

W I T N E S S E T H:

That Landlord hereby demises and leases unto Tenant, and Tenant hereby takes and hires from Landlord, subject to the terms and conditions hereof, the premises (the "Premises") situate in Washington Township, Allen County, Indiana and more particularly described in Exhibit "A" attached hereto and made a part hereof, and the manufacturing facility to be constructed thereon and equipment installed or to be installed therein (hereinafter called the "Improvements") (the Premises and the Improvements are sometimes hereinafter called the "Leased Premises").

TO HAVE AND TO HOLD the Leased Premises unto Tenant, subject, nevertheless, to the following covenants and conditions which Landlord and Tenant respectively covenant and agree to keep and perform.

#### ARTICLE I

##### Title to the Leased Premises

Section 1.1 Landlord covenants that Landlord has title to the Leased Premises and has full power and authority to enter into this Lease and to grant the tenancy hereby created.

#### ARTICLE II

##### Financing of the Improvements - The Note

Section 2.1 Landlord represents and warrants that on the date hereof it has entered into a certain Note Purchase Agreement (the "Note Purchase Agreement") with Mellon Bank, N.A. (the "Lender") pursuant to which Lender, subject to the terms and conditions set forth therein, has agreed to purchase Landlord's Note (the "Note") dated the date hereof in the principal amount of \$1,700,000 and to advance the purchase price of the Note (the "Note Proceeds") to the Tenant upon written applications submitted by Tenant to Lender for the purpose of defraying the cost of acquiring the Premises and acquiring, constructing and installing the Improvements on the Premises (the "Project"). The Note will be secured,

inter alia, by Landlord's Mortgage and Security Agreement (the "Mortgage") covering the Premises and the Improvements and by the Guaranty of Tenant (the "Guaranty") both dated the date hereof. Landlord covenants that the proceeds of the Note will be used solely for the purpose of paying the "costs of the Project" as defined in the Note Purchase Agreement.

Section 2.2 If the Note Proceeds are not sufficient to pay all costs of the Project and to pay all expenses incidental thereto, Tenant will pay all such costs and expenses in excess of \$1,700,000 and will complete the Project. Landlord does not make any warranty, either express or implied, that the sum of \$1,700,000 will be sufficient to pay all such costs and expenses. If, pursuant to this Section 2.2, Tenant is required to pay any portion of the aforesaid costs in excess of the amount of the Note, Tenant shall not be entitled to any diminution of the rents payable hereunder.

Section 2.3 In the event any person defaults under any contract made or order given in connection with the acquisition, construction and equipping of the Leased Premises, Tenant may, in its own name or in the name of Landlord, prosecute or defend any such action or proceeding or take any other action involving such default which Tenant deems necessary, and in such event, Landlord shall cooperate fully with Tenant in connection therewith. If Tenant takes such action as provided for in this Section 2.3, Tenant agrees to hold Landlord harmless from any liability or expenses in connection therewith, including, without limitation,

court costs, legal fees, and any other costs of prosecuting the claim. Any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing shall be applied first to the Project and then to prepayment of the principal of the Note.

#### ARTICLE III

##### Term of Lease-Rental-

##### Additional Rent

Section 3.1 The term of this Lease (herein called the "Term") shall commence the date hereof and shall expire on the date the Note is paid in full.

Section 3.2 Landlord agrees to deliver to Tenant sole and exclusive possession of the Leased Premises (subject to the right of Landlord and the Lender to enter thereon for inspection purposes and to the other provisions of this Lease) on the date hereof, and Tenant agrees to accept possession thereof upon such delivery.

Section 3.3 Tenant shall pay to Landlord as rent for the Leased Premises such sums as are due and payable to Lender pursuant to the terms of the Note whether by declaration, acceleration, or otherwise, as the same become due and payable. All payments of rent shall be made in legal tender of the United States of America.

Section 3.4 As and for Additional Rent, Tenant shall pay or cause to be paid promptly as the same become due, and before any penalty is added thereto or imposed thereon because of nonpayment, all Impositions. The term "Impositions" as used herein shall mean all taxes and assessments, including but not limited to real estate taxes, payments in lieu of taxes, use and occupancy taxes, personal property taxes, transit taxes, water and sewer charges, rates and rents, charges for utility services, excises, levies, license and permit fees, mercantile taxes, gross receipts taxes, sales taxes and other charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, which shall or may during the Lease term be assessed, levied, charged, confirmed or imposed upon or become payable out of or become a lien on the Leased Premises, or any part thereof, or the interest of either Landlord or Tenant therein, but shall not include any municipal, state or federal income taxes, capital stock taxes, franchise taxes, or corporate loans taxes, assessed against Landlord, or any income, profit or revenue tax, assessment or charge imposed upon the rent received as such by Landlord under this Lease. All Impositions shall be apportioned on a calendar month basis with respect to the commencement and expiration of this Lease.

Section 3.5 Tenant shall furnish to Landlord upon request within thirty (30) days after the date any Imposition is last payable without penalty, official receipts evidencing the payment thereof.

Section 3.6 Tenant shall have the right in Tenant's own name or in the name of Landlord to contest or review any Imposition by legal proceedings, or in any other lawful manner Tenant deems suitable, which, if instituted, shall be conducted promptly at Tenant's own expense and free of all expenses to Landlord. Landlord shall, at the request and at the expense of Tenant, join in any such proceeding, but shall not be subjected to any liability for the payment of any costs or expenses in connection with any proceeding brought by Tenant.

Section 3.7 Remittance for all rentals payable hereunder shall be made to Lender for the account of Tenant at Lender's principal office at Mellon Square, Pittsburgh, Pennsylvania 15230 or at such other place as may be designated by Lender in writing from time to time.

Section 3.8 In the event that Tenant shall fail to make any of the payments required in this Article III, the item or installment so in default shall continue as an obligation of Tenant until the amount in default shall have been fully paid, and Tenant agrees to pay the same with interest thereon at the rate provided in the Note until paid.

Section 3.9 The obligations of Tenant to make the payments required in this Article III and to perform and observe the other agreements on its part contained herein, shall be absolute and unconditional, and

until such time as the principal of and interest on the Note shall have been fully paid, Tenant will not suspend or discontinue any payments provided for in Article III hereof, and except as provided in Article XIII, will not terminate the Lease Term for any reason including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Leased Premises, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of Indiana or of any political subdivision of either thereof, or any failure of Landlord to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Lease. Nothing contained in this Section shall be construed to release Landlord from the performance of any of the agreements on its part herein contained and in the event Landlord should fail to perform any such agreement on its part, Tenant may institute such action against Landlord as Tenant may deem necessary to compel performance or recover its damages for nonperformance so long as such action shall not do violence to the agreements on the part of Tenant contained in the first sentence of this Section 3.9. Tenant may, however, at its own cost and expense and in its own name or in the name of Landlord, prosecute or defend any action or proceeding, or take any other action involving third persons which Tenant deems reasonably necessary in order to secure or protect their right of possession, occupancy and use hereunder, and in such event, Landlord hereby agrees to cooperate fully with Tenant and to take all action necessary to effectuate the substitution of Tenant for Landlord in any such action or proceeding if Tenant shall so request.



## ARTICLE IV

### Net Lease - Insurance

Section 4.1 This Lease shall be deemed and construed to be a "net lease" and Tenant shall pay to Landlord absolutely net throughout the Term the rent, and other payments hereunder, free of any charges, assessments, impositions or deductions of any kind and without abatement, deduction or setoff.

Section 4.2 As and for additional rent Tenant agrees to pay or cause to be paid all charges for gas, water, sewage disposal, steam, electricity, light, heat or power, telephone or other communication or similar service used, rendered or supplied upon or in connection with the Leased Premises during the Term of this Lease, and to indemnify and save harmless Landlord against any liability or damages on account of such charges.

Section 4.3 Tenant will, at Tenant's sole cost and expense, maintain with insurers approved by Landlord and by Lender:

(a) insurance with respect to the Leased Premises against loss or damage by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles and smoke and against such other risks as Landlord or Lender may reasonably request, in an amount not less than the lesser of (i) the full insurable value of the Leased Premises as deter-

mined from time to time by an insurer or insurers selected by Tenant or (ii) an amount as will be required to pay the Note in full, including interest.

(b) general public liability and property damage insurance applicable to the Leased Premises in amounts and coverage satisfactory to Lender.

Section 4.4 All insurance policies maintained by Tenant pursuant to Section 4.3 shall name Landlord and Tenant as co-insureds, as their interests may appear and the insurance required by paragraph 4.3(a) shall name Lender as mortgagee and loss-payee as its interests may appear.

Section 4.5 All insurance policies maintained pursuant to Section 4.3 shall (i) provide that no cancellation thereof shall be effective until at least ten (10) days after receipt by Landlord and Lender of written notice thereof; (ii) be reasonably satisfactory to Landlord and Lender in all respects and (iii) the original thereof given to Lender with a copy to Landlord.

## ARTICLE V

### Use of Premises-Subletting-Surrender

Section 5.1 Tenant will use and occupy the Leased Premises in a careful, safe and proper manner and will not create, permit or maintain any nuisance on any part thereof.

Section 5.2 Subject to the written approval of Lender, Tenant may assign this Lease or sub-let the Leased Premises, or any part thereof, for any lawful purpose provided however, that no such assignment or sub-letting shall relieve Tenant of Tenant's obligations hereunder.

Section 5.3 At the expiration of this Lease, Tenant will deliver up quiet and peaceful possession of the Leased Premises hereby waiving any notice now or hereafter required by law with respect to vacating at the termination of any tenancy.

Section 5.4 If no Event of Default under this Lease shall have happened and be continuing, Tenant may at any time or times (i) grant easements, licenses, rights of way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any of the Leased Premises or (ii) enter into any agreements or other arrangements with other persons with respect to joint use of any part of the Leased Premises or any facilities included therein, all with or without consideration and upon such terms and conditions as Tenant shall determine, and Landlord agrees that it will execute and deliver with the prior consent of the Lender any instrument necessary or appropriate to confirm and grant or release any such easement, license, right of way or other right or privilege or any such agreement or other arrangement upon written application signed by Tenant requesting such instrument and stating that such grant or release or such agreement or other arrangement is not detrimental to the proper conduct of the business of Tenant.

Section 5.5 Landlord may assign its interest in, and pledge the rentals receivable under this Lease to the Lender as security for the payment of the principal of and interest on the Note. Landlord covenants and agrees that it will not create any debt or lien against the Leased Premises without the consent of the Tenant and Lender.

Section 5.6 There is expressly reserved to Tenant the right, and Tenant is authorized and permitted at any time it may choose, subject to the terms of the Note, to prepay all or any part of the rents payable under Article 111 hereof, by prepaying the then outstanding principal amount of the Note, including interest to the date of prepayment as specified in the Note, and Landlord agrees that the Lender may accept such prepayment of the Note when the same is tendered by Tenant. If Tenant prepays the Note in full, this Lease shall terminate.

## ARTICLE VI

### Maintenance and Repairs by Tenant

Section 6.1 Tenant will, at Tenant's own cost and expense, keep and maintain the Leased Premises in good condition and appearance. Landlord shall not be required to furnish any service or facilities or to make any repairs or alterations to the Leased Premises, and Tenant hereby assumes the full and sole responsibility of the condition, operation, repair, maintenance and management of the Leased Premises.

Section 6.2 Landlord grants to Tenant the right to make such alterations, changes and additions to the Leased Premises and to replace the fixtures therein from time to time at Tenant's expense as Tenant may deem necessary or convenient for Tenant's purposes, subject to the prior written approval of Lender.

#### ARTICLE VII

##### Equipment Removal

Section 7.1 Tenant may from time to time during the continuation, or upon the termination of this Lease, at Tenant's cost and expense, remove any equipment on the Leased Premises without substitution therefor provided (i) that the removal of the equipment shall not impair the character or significance of the Leased Premises, (ii) that the written consent of Lender shall first be obtained, (iii) there shall be no reduction in the rental hereinbefore provided and (iv) if such removal shall cause damage to the Leased Premises, Tenant will restore the Leased Premises to the condition existing prior to such removal.

#### ARTICLE VIII

##### Entry and Inspection

Section 8.1 Tenant shall permit Landlord and Landlord's authorized agents to enter upon the Leased Premises at reasonable times during Tenant's business hours for the purpose of inspecting the same

and of ascertaining Tenant's compliance with the terms and conditions hereof.

Section 8.2 In entering upon the Leased Premises, Landlord will observe Tenant's prevailing security arrangements and will make such entries so as to cause as little inconvenience, annoyance or disturbance as possible.

#### ARTICLE IX

##### Compliance with Laws, etc.

Section 9.1 Throughout the term of this Lease, Tenant will, at Tenant's own cost and expense, comply with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof, and the orders, rules and regulations of the National Board of Fire Underwriters, or any other body hereafter constituted exercising similar functions, whether or not the same require structural repairs or alterations, and irrespective of whether or not foreseeable or whether or not involving a change in governmental policy which may be applicable to the Leased Premises, or any part thereof, including the fixtures therein, or the use or manner of use of the Leased Premises.

Section 9.2 Tenant will likewise observe and comply with the requirements of all policies of public liability, fire and other policies of insurance at any time in force with respect to the Leased Premises.

Section 9.3 Tenant shall have the right to contest by appropriate legal proceedings, without cost or expense to Landlord, the validity of any law, ordinance, order, rule, regulation or requirement of the nature herein referred to, and if by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith may legally be held in abeyance without the occurrence of any lien, charge or liability of any kind against the Leased Premises or against the Landlord's interest therein, Tenant may postpone compliance therewith until the final determination of any such proceedings.

Section 9.4 Before any work shall have been commenced on the Improvements (1) all necessary building permits for such work and for the construction, acquisition and installation of the Improvements shall have been obtained by Tenant from all appropriate authorities having jurisdiction; and (2) evidence shall be furnished by Tenant to the Lender that the Leased Premises and its proposed use comply with all applicable zoning laws and building requirements.

#### ARTICLE X

##### Condemnation of or Damage to or Destruction of the Leased Premises

Section 10.1 If all or any part of the Leased Premises is taken or condemned as the result of the exercise of the power of eminent domain, this Lease shall not terminate and the rentals hereunder shall not abate, subject to Section 13.1, and Landlord hereby irrevocably assigns to Tenant

and to Lender, as their interests may appear any and all claims that Landlord, its successors or assigns, may at any time have against any condemning authority as a result of any such public takings.

Section 10.2 If, during the term of this Lease, the Leased Premises, or any part thereof, are damaged or destroyed by fire or other casualty, the rentals hereunder shall not abate, subject to Section 13.1, and Tenant shall repair, replace, restore or rebuild the same without cost to Landlord.

Section 10.3 Subject to the requirements of the Lender, in repairing any damage to the Leased Premises resulting from any casualty, Tenant may make such repairs in such manner and to such extent as Tenant deems appropriate for Tenant's purposes and Tenant shall not be liable for the reconstruction of the Leased Premises in identical or similar form to that existing prior to such casualty. Notwithstanding the discretion given to Tenant in repairing and reconstructing the Leased Premises, repairs and reconstruction shall not be performed so as to result in the Leased Premises having less value or less utility than the value that existed prior to the happening of the casualty.

Section 10.4 Landlord and Tenant hereby waive to the fullest extent permitted by law, all right of subrogation which insurance carriers for each of them may have against the other with respect to any damage to or destruction of the Leased Premises.



## ARTICLE XI

### Default Provisions - Remedies - Indemnity

Section 11.1 The following shall be "Events of Default" under this Lease and the term "Event of Default" shall mean, whenever it is used in this Lease, any one or more of the following events:

- (a) Failure by the Tenant to pay for a period of ten (10) days the amounts required to be paid pursuant to Section 3.3 hereof.
- (b) Failure by the Tenant to observe and perform any covenant, condition or agreement on its part to be observed or performed (which has not been waived), other than as referred to in subsection (a) of this Section 11.1, for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied is given to the Tenant by the Landlord or the Lender; provided, however, if the failure stated in the notice can be corrected but not within the applicable period or a reasonable extension of such period, there shall be no Event of Default if corrective action is instituted by the Tenant within the applicable period and diligently pursued until the default is corrected.
- (c) The dissolution or liquidation of the Tenant or failure by the Tenant promptly to lift or suspend any execution, garnishment or attachment or such consequence as will impair its

ability to carry on its operations or liquidation of the Tenant following a transfer of all or substantially all of its assets as an entirety.

(d) The commencement by the Tenant of a voluntary case under any Chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect or the taking by the Tenant of any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency.

(e) The filing of a petition against the Tenant under any Chapter of the Bankruptcy Code (Title 11, United States Code) as now or hereafter in effect at the time of filing and the entry of an Order for Relief under said petition, or the filing of a petition seeking any such equivalent or similar relief against the Tenant under any other federal or state law in effect at the time relating to bankruptcy or insolvency and the failure of the Tenant to have such other proceeding vacated, dismissed, set aside or stayed within 60 days of its commencement.

(f) The making by the Tenant of a general assignment for the benefit of creditors.

(g) The appointment of a trustee, receiver or agent of the Tenant under applicable law, or under contract, whose appointment or authority to take charge of property of the Tenant is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Tenant's creditors and the failure of the Tenant to have such appointment vacated, dismissed, set aside or stayed within 60 days of its commencement.

(h) The admission in writing by the Tenant of an inability to pay its debts generally as they become due.

Section 11.2 Whenever any Event of Default shall have occurred and be continuing, the Lender as assignee of the Landlord hereunder may take any one or more of the following remedial steps:

(a) Declare to be due and payable by the Tenant an amount equal to the sum of (x) interest on the indebtedness evidenced by the Note to the date of declaration, (y) the principal of the indebtedness evidenced by the Note, and (z) any fees and charges of the Lender, and any expenses incurred or to be incurred in connection with such declaration, whereupon an amount equal to such sum shall thereupon become immediately due and payable to the Lender, as assignee of the Landlord,

as the balance of the amounts payable on account of the Tenant's rental of the Leased Premises under this Lease; and

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the amounts referred to in subsection (a) above or under Section 3.3, then due and thereafter to become due, including interest accrued from the date of declaration to the date of payment or provision therefor, or to enforce performance and observance of any obligation, agreement or covenant of the Tenant under this Lease.

Section 11.3 Tenant hereby agrees to indemnify Landlord and hold Landlord harmless from and against all losses, claims, damages, expenses or liabilities to which Landlord may become subject by reason of either (a) any uncured default by Tenant hereunder or (b) Tenant's use and occupancy of the Leased Premises.

#### ARTICLE XII

##### Modifications and Amendments

Section 12.1 This Lease may not be modified, amended or terminated except in writing signed on behalf of the parties hereto or on behalf of their respective successors or assigns and prior to the payment of the Note, without the written approval of Lender.

Section 12.2 Each amendment hereto shall be numbered consecutively and shall be dated the date thereof.

### ARTICLE XIII

#### Termination of Lease

Section 13.1 Tenant shall have, and is hereby granted, the option to purchase the Leased Premises for a price equal to the aggregate of all amounts due on the date of such purchase to the holder of the Note under the terms of the Note and the Mortgage, plus \$1.00.

Section 13.2 At the expiration of the Term upon payment in full of the Note as evidenced by the recording of an instrument satisfying the Mortgage, title to the Leased Premises will automatically and ipso jure vest in Tenant. If requested, Landlord will execute, acknowledge and deliver such deed and other instrument or instruments as Tenant may reasonably request to confirm the vesting of title in the Leased Premises in Tenant.

Section 13.3 Any conveyance, reconveyance or transfer of the Leased Premises by Landlord to Tenant pursuant to this Article XIII shall be by deed of special warranty, and the same shall be free and clear of all liens and encumbrances except such as exist on the date hereof,

such are created by Landlord with Tenant's prior written approval and such as are created by Tenant. Such conveyance, reconveyance or transfer, including the payment of any realty transfer taxes, shall be at Tenant's expense.

#### ARTICLE XIV

##### Indemnity

Section 14.1 Tenant recognizes that Landlord is participating in the acquisition, financing and leasing of the Leased Premises as an accommodation to Tenant and for the benefit of Tenant. Tenant covenants and agrees that the Landlord shall not be liable to Tenant on account of any matter or thing whatsoever. In addition, Tenant hereby agrees to protect and indemnify Landlord against and to hold it harmless and defend it from any loss, expense or liability of any nature whatsoever incurred by reason of Landlord's participation in the financing of the acquisition and construction of the Leased Premises, except loss, expense or liability incurred by reason of the wanton negligence or wilful misconduct of Landlord, its officers, agents, attorneys or employees.

#### ARTICLE XV

##### Miscellaneous

Section 15.1 Each of the parties hereto, at any time and from time to time at the request of the other party, will execute, acknowledge

and deliver to such other party a certificate by the party of whom said request shall be made certifying:

- (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same are in full force and effect as modified and stating the modifications);
- (b) that there exists no condition or event which constitutes a default hereunder or, if any such condition or event exists, specifying the nature and period of existence thereof;
- (c) whether or not there are then existing any offsets or defenses against the enforcement of any of the provisions of this Lease and if so, specifying the same; and
- (d) the date to which rental has been paid.

Any such certificate may be relied upon by any prospective purchaser or mortgagee of the Leased Premises or assignee of the leasehold interest of Landlord or Tenant or any part thereof.

Section 15.2 All notices, demands and requests which may be or are required to be given hereunder shall be given in writing and shall be deemed to have been duly given if sent by United States Registered or Certified Mail, Return Receipt Requested, addressed to Landlord at City - County Building, One Main Street, Fort Wayne, Indiana 46802 and

to Tenant at Bonnie Brook Industrial Park, Butler, Pennsylvania 16001 or to such other places as the parties hereto may for themselves designate in writing from time to time for the purpose of receiving notices hereunder.

Section 15.3 This Lease shall be construed in accordance with the laws of the State of Indiana.

Section 15.4 The division of this Lease into Articles and Sections and the use of headings for said Articles is for the purpose of convenience only and not for the purpose of construing this Lease.

Section 15.5 If any term of provision or this Lease or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. Notwithstanding any other provision hereof, if this Lease becomes or is declared to be invalid or unenforceable for any reason, the Tenant shall nevertheless continue to be obligated to pay to the Landlord, or the Landlord's successors or assigns, amounts equal to the rental and other sums payable by the Tenant hereunder with the same force and effect as though this Lease had continued to be valid and enforceable in accordance with the terms and provisions hereof.



Section 15.6 The provisions hereof relating to Lender shall remain in force only until the aforementioned Note dated the date hereof is paid in full. The payment in full of the Note shall constitute conclusive evidence for all purposes that the provisions hereof relating to the Lender are no longer in force.

Section 15.7 This Lease shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors and assigns.

WITNESS the due execution hereof the day and year first above written.

LANDLORD:  
CITY OF FORT WAYNE, INDIANA

Attest:

\_\_\_\_\_  
Clerk

(SEAL)

By \_\_\_\_\_  
Mayor

Attest:

TENANT:  
WISE BUSINESS FORMS, INC.

\_\_\_\_\_  
Secretary

(SEAL)

By \_\_\_\_\_  
President

NOTE

\$1,700,000

Fort Wayne, Indiana  
                    , 1981

FOR VALUE RECEIVED, CITY OF FORT WAYNE, INDIANA (hereinafter called the "Undersigned"), a municipal corporation organized and existing under the constitution and laws of the State of Indiana, promises to pay to the order of MELLON BANK, N.A. (the "Payee"), its successors or assigns, in lawful money of the United States of America, the principal sum of One Million Seven Hundred Thousand (\$1,700,000) or so much thereof, if any, as may be advanced pursuant to that certain Note Purchase Agreement (the "Note Purchase Agreement") between the Undersigned and the Payee and dated \_\_\_\_\_, together with interest on the outstanding balances of the principal indebtedness hereunder at the applicable rate of interest described in paragraph vii below. The principal indebtedness and interest shall be paid as follows.

(i) On the date hereof, interest in the amount of \$17,000;

(ii) Commencing on \_\_\_\_\_ and continuing on the first business day of the next eleven months thereafter, interest on outstanding principal balances hereunder at the applicable rate described in paragraph vii hereof;

(iii) Commencing on \_\_\_\_\_ and continuing on the first business day of each calendar month thereafter until this Note has been paid in full, the amounts necessary to amortize the principal balance of this Note as advanced pursuant to the Note Purchase Agreement, together with interest thereon as if the Tax-Free Rate (hereafter defined) were at all times ten (10%) percent per annum, by a series of one hundred twenty level installments of principal and interest;

(iv) Commencing on \_\_\_\_\_ and continuing on each anniversary date thereafter to and including the tenth, when billed by the Payee or other holder of this Note, the excess, if any, of principal payments on this Note payable under paragraph (iii) assuming the constant ten (10%) percent Tax-Free Rate set forth therein, over amounts actually paid in respect of principal pursuant to paragraph (iii) and so allocated as hereafter provided in paragraph (vi), in each case for the preceding year;

(v) On \_\_\_\_\_ the entire principal balance, together with accrued interest thereon, of this Note.

(vi) The payments described in paragraph (iii) shall be allocated to principal and interest as follows: (A) Payee shall compute the amount in respect of each such payment allocable to interest at the Tax-Free Rate, and (B) the balance of each such payment shall be allocated to principal. Payee shall periodically furnish Wise Business Forms, Inc. (the "Developer") with evidence of such allocations. If an Event of Taxability (hereafter defined) shall occur, additional interest shall be added to the payments described in paragraph (iii) as required by paragraph (viii) hereof.

(vii) (a) So long as no Event of Taxability (hereafter defined) has occurred, this Note shall bear interest at a fluctuating rate per annum (the "Tax-Free Rate") (based on a year of 365 or 366 days, as the case may be) equal to 65% of the prime interest rate per annum announced as such from time to time by Payee at its principal office in Pittsburgh, Pennsylvania for new 90 day loans to commercial borrowers of substantial size and high credit standing ("Prime Rate"), such Tax-Free Rate to change automatically from time to time effective as of the effective date of each change in said Prime Rate; provided that if at any time or from time to time hereafter the maximum marginal tax rate for federal income taxation (including the rate for any surtaxes in respect thereof) ("Bank Tax Rate") applicable to the Payee or any corporate holder of this Note shall change from 46%, then the Tax-Free Rate shall be adjusted, effective as of the effective date of each such change in the Bank Tax Rate, by multiplying the Tax-Free Rate (which shall continue to be adjusted by reference to the Prime Rate) by a fraction the numerator of which is 100% minus the changed Bank Tax Rate and the denominator of which is 100% minus the Bank Tax Rate before the change.

(b) The Taxable Rate referred to in this Note shall be the fluctuating interest rate per annum equal to one percent in excess of the Prime Rate, such rate to change automatically from time to time effective as of each change in the Prime Rate.

(viii) If the Internal Revenue Service or any other agency having appropriate jurisdiction shall assert that interest on this Note is or has become taxable for Federal income tax purposes, except as the result of the effect of the provisions of Section 103(b)(9) of the Internal Revenue Code of 1954 as amended, (the "Code") the Undersigned shall pay or cause to be paid to the Payee or other holder of this Note, on demand, the following amounts: (i) the amount of any penalties, fees or additional interest paid or payable to the United States by the Payee or other holder of this Note, plus the amount(s) necessary to compensate the Payee or such other holder for the inclusion of any of the foregoing items in its taxable income, (ii) the excess of interest at the Taxable Rate applicable to the period(s) for which interest on this Note is so asserted to be taxable over the interest at the Tax-Free Rate theretofore paid, (iii) from and after the date of demand mentioned in the preceding clause, interest on this Note at the Taxable Rate, and (iv) the fees and expenses (including counsel fees and expenses) incurred by the Payee or such other holder as a result of an assertion that interest on this Note is or has become taxable.

If at any time after this Note is issued, the sum of (a) the aggregate face amount of Developer Industrial Revenue Bonds (hereafter defined) and (b) the aggregate amount of Section 103(b)(6)(D) Capital Expenditures (hereafter defined) shall exceed \$10,000,000 (or any other limit now or hereafter permitted by Section 103(b)(6) of the Code and the regulations and decisions thereunder, or by any successor provisions thereto), and if a Section 103(b)(6)(D) Capital Expenditure is paid or incurred which causes the sum of (a) and (b) above to exceed \$10,000,000 (or such other applicable limit) then, from and after the date such Section 103(b)(6)(D) Capital Expenditure is paid or incurred, this Note shall bear interest at the Taxable Rate.

Developer Industrial Development Bonds shall mean this Note and any issue of obligations issued as described in Section 103(b)(6) of the Code the proceeds of which are or will be used primarily with respect to facilities located or to be located in Allen County, Indiana or with respect to any facility which is a "contiguous or integrated facility" within the meaning of Section 103(b) of the Code and the principal user of which is the Developer or one or more related persons within the meaning of Section 103(b)(6) of the Code. Section 103(b)(6)(D) Capital Expenditures shall have the meaning described in Section 103(b)(6)(D) of the Code and in Treasury Regulation Section 1.103-10, and in any successor provisions thereto. Each of the aforesaid assertions, events or occurrences is hereafter referred to as an "Event of Taxability".

The payment or prepayment of this Note shall not affect the right of the Payee or other holder of this Note to recover the aforesaid sums in the event that interest on this Note is later declared taxable.

(ix) Subject to the provisions of the constitution and laws of the State of Indiana this Note may be prepaid in whole on the first business day of any calendar month after the date hereof, and during the balance of the term of this Note upon payment of the outstanding principal balance thereof together with interest accrued to the prepayment date at the applicable rates described in paragraph (vii). This Note may be prepaid in part on any date described in the preceding sentence except that, during the term of this Note, each such prepayment shall be applied to payments of principal in the inverse order of their scheduled maturities, and except that no such prepayment during the construction of the Project (hereafter defined) shall again permit disbursement of the amount so prepaid pursuant to the Note Purchase Agreement. Payee or other holder of this Note shall receive fifteen business days' prior notice of any prepayment made pursuant to this paragraph.

All payments hereunder shall be made at the office of the Payee at Mellon Square, Pittsburgh, Pennsylvania 15230, or elsewhere as shall be directed in writing by any holder hereof.

In case the Undersigned shall fail to make any payment of any installment of interest or principal under this Note for a period of ten (10) days after the same shall become due and payable, or in case an "Event of Default" shall have occurred and have continued under the terms of the Note Purchase Agreement or that certain Lease between the Undersigned and the Developer dated the date hereof (the "Lease"), the entire unpaid balance of the principal debt, interest thereon and all sums payable hereunder, and under the Note Purchase Agreement and the Lease shall, at the option of the holder hereof, forthwith become due and payable.

In case of any such event of default, the Undersigned hereby empowers any attorney of any court of record within the United States

of America or elsewhere to appear for the Undersigned and, with or without complaint filed, confess judgment or a series of judgments, against the Undersigned in favor of any holder hereof, as of any term, for the unpaid balance of the principal debt, interest thereon, and other sums due, under the terms of this Note, the Note Purchase Agreement and the Lease, costs of suit and an attorney's commission for collection of five per centum (5%) of the total indebtedness or \$500, whichever is the larger amount, on which judgment or judgments one or more executions may issue forthwith. The Undersigned hereby waives the benefit of any laws which now or hereafter might otherwise authorize the stay of any execution to be issued on any judgment recovered on this Note, or the exemption of any property from levy and sale thereunder. The Undersigned waives and releases unto the Payee and said attorney all errors, defects and imperfections whatsoever of a procedural nature in the entering of said judgment or any process or proceedings relating thereto. The failure of the Payee to exercise the option to accelerate the indebtedness evidenced hereby shall not constitute a waiver of the right to exercise such option at any time so long as such event of default remains outstanding and uncured. The authority herein granted to confess judgment shall not be exhausted by any exercise thereof, but shall continue from time to time and at all times until full payment of all amounts due hereunder.

This Note, shall not in any respect be a general obligation of the Undersigned nor payable in any manner from funds raised by taxation

but is payable solely from the revenues and receipts derived from the Lease, the Guaranty of the Developer and other collateral given as security for this Note.

The Undersigned does hereby covenant with the holder hereof that it will make no use of the proceeds of this Note which would cause the Note to be treated as an arbitrage bond under Section 103(c) of the Internal Revenue Code of 1954, as amended, or the Regulations promulgated thereunder.

This obligation shall bind the Undersigned and its successors and assigns, and the benefits hereof shall inure to the Payee hereof and its successors and assigns.

The date and principal amount of each advance of the proceeds of this Note made by Payee pursuant to Section 3 of the Note Purchase Agreement, and the date and amount of each payment or prepayment of principal hereon, shall be recorded by the holder of this Note on the Schedule attached hereto; provided, however, that any failure of such holder to make any such notation shall not limit or otherwise affect Undersigned's obligations hereunder.

This Note evidences a loan to the Undersigned in the maximum of \$1,700,000 the proceeds of which will be used to pay the cost acquisition, construction and equipping of the Project (the "Project"), her defined in the Note Purchase Agreement. The Project has been by the Issuer to the Company pursuant to the Lease.

WITNESS the due execution hereof.

CITY OF FORT WAYNE, INDIANA

t:

\_\_\_\_\_  
Clerk

By \_\_\_\_\_  
Mayor

al]



SCHEDULE

ADVANCES OF PROCEEDS OF NOTE OF CITY OF FORT WAYNE, INDIANA  
MADE BY PAYEE UNDER SECTION 3 OF NOTE PURCHASE AGREEMENT  
DATED AND PAYMENTS OF PRINCIPAL

<u>DATE</u>	<u>AMOUNT OF ADVANCE</u>	<u>AMOUNT OF PRINCIPAL PAID</u>	<u>UNPAID PRINCIPAL BALANCE</u>	<u>NOTATION MADE BY</u>
-------------	------------------------------	-------------------------------------	---	-----------------------------

## ASSIGNMENT OF LEASE

CITY OF FORT WAYNE, INDIANA ("Assignor"), intending to be legally bound, does hereby sell, assign, transfer and set over unto MELLON BANK, N.A. ("Lender"), all of Assignor's right, title and interest in, to and under that certain Lease (hereinafter called the "Lease") dated as of the date hereof between Assignor, as Landlord, and Wise Business Forms, Inc. as Tenant, covering property situate in Washington Township, Allen County, Indiana, including without limiting the generality of the foregoing, the right to receive and collect all rentals and other sums due or to become due to Assignor under the Lease, except certain rights to indemnification pursuant to Sections 11.3 and 14.1 of the Lease.

For the purposes of the Assignment, Assignor covenants and agrees as follows:

1. This Assignment is given as security for the repayment of indebtedness evidenced by a certain Note dated the date hereof in the principal sum of \$1,700,000 by Assignor to Lender.
2. Assignor will (a) fulfill and perform each and every condition and covenant of the Lease to be fulfilled or performed by Assignor; (b) give prompt notice to Lender of any default by Assignor or Tenant under the Lease and of any notice of default given or received by Assignor under the Lease.

3. The rights assigned hereunder include all Assignor's right and power to modify the Lease or to terminate the term or to waive or release the Tenant from the performance or observance of any obligation or condition thereof.

4. Lender shall not be obligated to perform or discharge any obligation under the Lease or under or by reason of this Assignment.

5. Assignor will, if requested by the Lender to do so, execute and deliver such other and further documents as may be necessary or desirable to carry out the intent and purpose of this Assignment.

6. This Assignment shall bind Assignor, its successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

WITNESS the due execution hereof as of this                      day of May, 1981.

CITY OF FORT WAYNE, INDIANA

Attest:

\_\_\_\_\_  
Clerk

By \_\_\_\_\_ (Seal)  
Mayor

(Seal)

w2j2

STATE OF INDIANA

)

) SS:

COUNTY OF ALLEN

)

Before me, \_\_\_\_\_, a Notary Public, in and for  
and a resident of the state and county aforesaid, personally appeared  
\_\_\_\_\_, and \_\_\_\_\_, with both of  
whom I am personally acquainted, and who, upon their oaths, acknowledged  
themselves to be the Mayor and Clerk, respectively, of the City of Fort  
Wayne, Indiana, one of the within named bargainers, and that they as  
such Mayor and Clerk, being authorized so to do, executed the foregoing  
instrument for the purposes contained therein by subscribing thereto  
the name of said City and attesting the official seal of said City and  
attesting the official seal of said City by themselves as such Mayor and  
Clerk, respectively.

WITNESS my hand and notarial seal of office at  
Indiana, this \_\_\_\_\_ day of \_\_\_\_\_, 1981.

\_\_\_\_\_  
Notary Public  
Allen County, Indiana

SEAL

My Commission expires: